

PATENT ASSIGNMENT COVER SHEET

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EPAS ID: PAT5820071

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JAMES PENG	11/01/2019
RECEIVING PARTY DATA		
Name:	NIO USA, INC.	
Street Address:	3200 NORTH FIRST STREET	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95134	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16677396
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	8322-543	
NAME OF SUBMITTER:	MATTHEW C. HOLOHAN	
SIGNATURE:	/Matthew C. Holohan/	
DATE SIGNED:	11/14/2019	
Total Attachments: 3		
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Worldwide Assignment

WHEREAS, I/We, James Peng of 1251 Lemon Tree Dr., La Habra, California 90631, have invented a certain new and useful invention(s) entitled "METHOD AND APPARATUS FOR IMPROVING OPERATION OF A MOTOR VEHICLE" (hereinafter "Invention") for which an application for Letters Patent of the United States has been prepared and filed on November 7, 2019, receiving Serial No. 16/677,396, and further identified as Attorney File No. 8322-543 (hereinafter "Application"); and

WHEREAS, NIO USA, Inc. ("ASSIGNEE"), a corporation duly registered in the State of California, whose postal address is 3200 North First Street, San Jose, California 95134, desires to acquire the entire right, title, and interest in and to the Invention, the United States, international, and foreign applications filed or to be filed directed to the Invention and any Letters Patents to be granted for the Invention in the United States and in all foreign countries;

NOW, THEREFORE, be it known that for and in consideration of certain good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We have sold, assigned, transferred, and set over, and do hereby sell, assign, transfer, and set over unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest in and to the Invention(s) for all territories in the world and any improvements and modifications thereto, the Application(s), all applications claiming benefit of the Application(s), including, but not limited to, all divisional, continuation, and continuation-in-part applications, and reissue and reexaminations thereof; all Letters Patent, Invention Registrations, Utility Models, Extension and other patent rights, that may be granted thereon in the United States or any other country; together with the right to claim priority under the International Convention in all member countries (collectively "Related Applications"); and all causes of action arising therefrom including the right to enforce and sue for past, present, and future infringements and to collect all proceeds thereof (including, but not limited to, all license royalties). I/We authorize and request the United States Patent and Trademark Office or foreign equivalent to issue all Letters Patent or similar legal protection for the Invention(s) to ASSIGNEE, its successors, legal representatives, and assigns in accordance with the terms of this Assignment;

For, and in consideration of, the certain good and valuable consideration, I/we do further sell, assign, transfer, and set over to ASSIGNEE, the right to claim priority to the Application(s) for all Related Applications, including without limitation all applications pursuant to the Patent Cooperation Treaty and national and regional applications filed therefrom, all applications for the territory of the United States of America, and all continuation, divisional, continuation-in-part and reissue applications thereof, and all patent applications in foreign countries and the right to be granted a patent for any of the foregoing applications;

AND I/We covenant and agree that I/We have the full right to convey the entire right, title, and interest herein assigned and that I/We have not executed and will not execute any assignment or other instrument in conflict with this Assignment;

AND I/We further covenant and agree that upon request by ASSIGNEE, its successors, legal representatives, and/or assigns, and without further consideration, I/We will do all lawful acts that may be necessary or desirable to assist ASSIGNEE, its successors, legal representatives, and/or assigns to obtain and enforce patent protection for the Invention(s) in the United States and in all foreign countries, it being understood that any expense incident to the rendering of such assistance will be borne by ASSIGNEE, its successors, legal representatives, and/or assigns;

AND I/We further hereby authorize ASSIGNEE, or its attorneys or agents, to insert the correct Application Number(s) and Filing Date(s) into this Assignment, if none is/are indicated on that date of my/our execution of this agreement.

This Assignment may be executed in counterparts, and said counterparts being deemed as original Assignment documents collectively.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 11-1-2019

By: 
James Peng

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ASSIGNEE:

NIO USA, INC.

Date: 11.11.2019

By: 

Signature

Paula Kutansky-Brown
Printed Name

General Counsel
Title

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